

06 CV 8715

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JUDGE KOELTL

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WIENER STADTISCHE ALLGEMEINE
VERSICHERUNG AG a/s/o JULIUS BLUM
GmbH

Plaintiff,

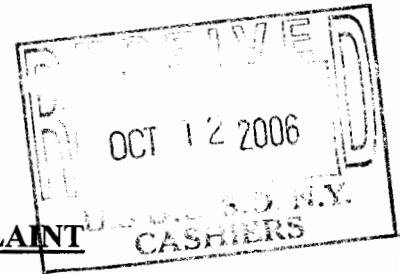
- against -

LYKES LINES, a division of
CP SHIPS (UK) LIMITED; and
HAPAG LLOYD AG

Defendants.
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06 Civ.

COMPLAINT



Plaintiff, by its attorneys, CASEY & BARNETT, LLC, for its Complaint, alleges upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.
2. Plaintiff, WIENER STADTISCHE ALLGEMEINE VERSICHERUNG AG., is a foreign corporation duly incorporated under the laws of Austria, with an office and place of business located at Ungargasse 41, A-1030, Vienna, Austria, and was the insurer of a consignment of goods owned by Julius Blum, GmbH, and which were laden on board the M/V CP NAVIGATOR, as more fully described below.

3. Defendant, LYKES LINES, is a foreign corporation with a place of business located at 401 East Jackson Street, Tampa, Florida 33618 and at all relevant times was and is doing business in this jurisdiction and was and is a common carrier of goods by water and was the common carrier for the shipment described more fully below.

4. Defendant, HAPAG LLOYD AG, is a German corporation with a place of business located at 399 Hoes Lane, Piscataway, New Jersey 08854 and at all relevant times was and is doing business in this jurisdiction and has, since the date of the subject shipment, purchased CP Ships, the parent company of defendant Lykes Lines.

5. At all material times, defendants were and still are engaged in the business of common carriage of merchandise by water for hire.

6. Plaintiff was the cargo insurer of the consignment hereinbelow described and brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

7. On or about August 19, 2005, a consignment consisting of 1,672 cartons of furniture fittings, then being in good order and condition, laden in container GLDU 404721-8, was delivered to defendants at the port of Antwerp, Belgium for transportation to Stanley, North Carolina via Charleston, South Carolina in consideration of an agreed freight pursuant to Lykes Lines bill of lading number LYKLZBABL014361.

7. Thereafter, the aforementioned consignment was loaded aboard the M/V CP NAVIGATOR, Lykes Lines issued its bill of lading and the vessel sailed for Charleston.

8. Upon arrival in Charleston, the subject container was discharged from the vessel for transit by road to Stanley, North Carolina.

9. During the road transit, the truck and subject container caught fire. The cargo laden inside the container suffered fire damage and severe water damage from the efforts used to extinguish the fire. The cargo was deemed to be a constructive total loss.

10. The damage to the aforementioned consignment did not result from any act or omission on the part of plaintiff or shipper, but to the contrary, was the result in whole or in part, of the negligence and/or fault of defendants .

11. By reason of the foregoing, plaintiff has sustained damages in the total amount of \$200,000.00, no part of which has been paid, although duly demanded.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendant citing it to appear and answer all and singular the matters aforesaid;

2. That judgment may be entered in favor of Plaintiff and against Defendant for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action, and

3. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
October 3, 2006
228-29

CASEY & BARNETT, LLC
Attorneys for Plaintiff

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